

# UNOFFICIAL COPY



Doc#: 0923322081 Fee: \$44.25  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/21/2009 02:57 PM Pg: 1 of 4

**After Recording Return To:**

RUTH RUHL, P. C.  
[Company Name]  
Attn: Recording Department  
[Name of Natural Person]  
2305 Ridge Road, Suite 106  
[Street Address]  
Rockwall, Texas 75087  
[City, State, Zip]

**Prepared By:**

RUTH RUHL, P. C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 0033533076

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is made May 7th 2009, between  
Mfon J. Akpan, a single man  
Aurora Loan Services LLC  
("Borrower") and

(“Lender”),  
with offices at 10350 Park Meadows Drive, Littleton, Colorado 80124 current holder of the Note and  
Security Instrument hereinafter described, amends and supplements (1) the Mortgage, Deed of Trust or Deed to  
Secure Debt (the "Security Instrument") dated November 1st, 2006, and recorded in Book/Liber  
N/A, Page N/A, Instrument No. 0631857044, of the Official Records of  
Cook County, Illinois and (2) the Note in the original principal sum of  
U.S.\$ 343,000.00, bearing the same date as, and secured by, the Security Instrument, which covers the real  
and personal property described in the Security Instrument and defined therein as the "Property," located at  
1242 S. Kedvale Ave., Chicago, Illinois 60623

[Property Address]

3-2  
3-7  
M-4  
P-4  
JW

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Loan No.: 0033533076

That real property is described as follows:

LOT 36 IN BLOCK 4 IN WILLIAM A. MERIGOLD'S RESUBDIVISION OF THE NORTH 50 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 16 22 204 034

In consideration of mutual promises and agreements exchanged, the parties hereto agree as follows, notwithstanding anything to the contrary contained in the Note or Security Instrument.

1. As of May 1st, 2009, the amount payable under the Note and the Security Instrument is \$ 343,000.00 ("Unpaid Principal Balance"). The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses in the total amount of \$ 41,818.63 have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over 300 months. When payments resume on June 1st, 2009, the New Unpaid principal Balance will be \$ 384,818.63.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 3.000% from May 1st, 2009, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of \$ 1,824.85 (this figure does not include tax and insurance amounts) beginning, June 1st, 2009 and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on May 1st, 2034, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.

The Borrower will make such payments at Aurora Loan Services LLC, 10350 Park Meadows Drive, Littleton, Colorado 80124 or at such place as the Lender may require.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender and mortgagee may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

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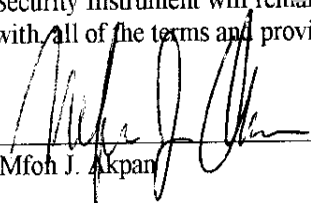
Loan No.: 0033533076

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

(a) All terms and provisions of the Note and Security Instrument (if any) providing for or relating to any change or adjustment in the rate of interest payable under the note; and

(b) All terms and provisions of any adjustable rate rider or other instrument or document that is affixed to or wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower, Lender and mortgagee will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.


(Seal)  
 \_\_\_\_\_ (Seal)  
 Mfon J. Akpan -Borrower -Borrower  
  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 -Borrower -Borrower

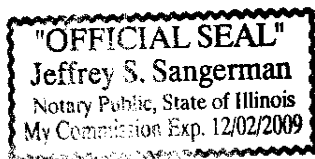
### BORROWER ACKNOWLEDGMENT

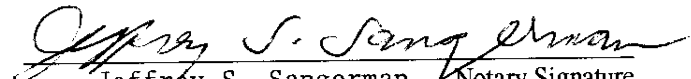
State of Illinois §  
County of Cook §

On this 12<sup>th</sup> day of May 2009, before me, Jeffrey S. Sangerman [name of notary], a Notary Public in and for said state, personally appeared Mfon J. Akpan

[name of person acknowledged], known to me to be the person who executed the within instrument, and acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)



  
 Jeffrey S. Sangerman Notary Signature  
JEFFREY S. SANGERMAN  
 Type or Print Name of Notary  
 Notary Public, State of Illinois  
 My Commission Expires: 12-2-09

# UNOFFICIAL COPY

Loan No.: 0033533076

Aurora Loan Services LLC  
-Lender

Aurora Loan Services LLC  
-Lender

By: J.M. Merriman 6/16/09  
Shawnda Merriman  
Sr. Vice President  
Its: Shawnda Merriman, SRVP

By: [Signature] 6/16/09  
Amber Paxton  
Assistant Secretary  
Its: Amber Paxton, Asst. Sec.

### LENDER ACKNOWLEDGMENT

State of Colorado §  
County of Douglas §

On this 16th day of June 2009, before me,  
[name of notary], a Notary Public in and for said state,  
personally appeared Shawnda Merriman, SRVP and Amber Paxton, Asst. Sec.  
of Aurora Loan Services LLC,

personally known to me to be the person who executed the within instrument on behalf of said entity, and  
acknowledged to me that he/she/they executed the same for the purpose therein stated.

(Seal)

Charmaine Elven  
NOTARY PUBLIC  
State of Colorado

My Commission Expires Aug 29, 2011

[Signature] Notary Signature  
Charmaine Elven  
Type or Print Name of Notary  
Notary Public, State of Colorado  
My Commission Expires: 8/29/2011